

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 General

The Contractor must provide the necessary services to accomplish the requirements set forth under Section C, Statement of Work. The contractor will be subject to all terms and conditions of this contract.

B.2 Type of Contract

The FAA contemplates award of a Time-and-Material (T&M)/Labor Hour Contract resulting from this Screening Information Request/ Request for Offer. The parties agree that the Statement of Work can be accomplished with the categories of labor and the quantities shown in B.2.4.

The NAICS code for this procurement is 541611 Administrative Management and General Management Consulting Services) with a size standard of \$7.0 million.

B.2.1 3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)

a) Travel and subsistence are authorized for work performed under this contract. The contractor will be reimbursed for allocable, allowable and reasonable travel expenses only at the per diem rates specified in applicable Federal travel regulations and in accordance with FAA Acquisition Management System (AMS) contract cost principles for travel costs.

(b) The Contractor must conduct a cost analysis prior to the start of travel to determine the most cost effective means of travel. Alternate airports must be used where available and within a reasonable commuting distance, if it will result in lower costs.

(c) The Contractor must summarize the travel (date and place of the expenses, purpose of the trip, name of person(s) of trip and title or relationship to contractor) and submit the information in accordance with the invoicing instructions in Section G of the contract. The Contractor's travel expense report must be provided to the Contracting Officer at the same time the invoice is submitted for payment.

(d) Travel will be reimbursed in accordance with the above and the Contractor's provisional G&A rate applicable to the time the travel occurred.

(End of Clause)

B.2.2 Productive Labor Hours

For purposes of this contract, the Government will pay only for productive direct labor hours, which are those hours expended by Contractor personnel in performing work under the scope of this contract. This does not include sick leave, vacation, holidays, jury duty, military leave, or any other kind of administrative leave. "Productive direct labor hours" include hours expended by the Contractor on matters related to contract management and administration only to the extent those such hours are specifically excluded from indirect rates in accordance with the Contractor's usual accounting practices.

B.2.3 Ceiling for Services to be Furnished and Prices

The contract has an estimated potential value of \$300,000

B.2.4 Labor Category and Rate

Labor Categories listed below represent

Base Year: Date of Award (DOA) through Twelve Months Thereafter

*CLIN	Labor Category	Estimated # of Hours	Hourly Rate	Estimated Total Price
0001	Consultant Level II or III***	730	\$	\$
0002	Administrative Specialist II or III ***	240	\$	\$
0003	Other Direct Costs (ODCs)/Travel			\$14,000
0004	Other Direct Costs (ODCs)			\$4,000
Total Base Year				\$

Occasional travel may be required. All travel must be approved in advance by the Contracting Officer's Technical Representative (COTR).

Total ODCs, including travel shall not exceed \$18,000.00 for any year without prior authorization from the Contracting Officer.

Option Year One: 12 Months After DOA – 24 Months Thereafter

*CLIN	Labor Category	Estimated # of Hours	Hourly Rate	Estimated Total Price
1001	Consultant Level II or III***	730	\$	\$
1002	Administrative Specialist II or III ***	240	\$	\$
1003	**Other Direct Costs (ODCs)/Travel			\$14,000
1004	**Other Direct Costs (ODCs)			\$4,000
Total Option Year				\$

Total Contract Value including Base Year and Option Year: \$ 300,000.00

ESTIMATES ARE FOR PURPOSES OF EVALUATION ONLY.

*** LABOR CATEGORY DESCRIPTIONS AND QUALIFICATIONS ARE PROVIDED IN ATTACHEMENT J-2. OFFERORS MAY PROPOSE ALTERNATE EQUIVALENT LABOR CATEGORIES, OR USE THE CATEGORIES PROVIDED.

END OF SECTION B

Statement of Work for AIR Organizational Design Concept Team Management Studies

C.1. Background:

The Federal Aviation Administration, Aircraft Certification Service (AIR), has a need for a consultant with a strong working knowledge of meeting design, planning, and facilitation to organize and lead meetings for the AIR Organizational Design Concept (AODC) Team.

The Aircraft Certification Management Team (ACMT) provides the overarching executive leadership to the Service and other AIR Management Teams (MTs). In 2008 and 2009, the ACMT considered possible future organizational options for AIR. The ACMT began this work by identifying the key tenets of a vision for AIR. The ACMT then developed two possible options and chartered the AODC team in 2009 to evaluate those two options and arrive at a single recommended organizational concept that would have two principle uses:

1. As a “guide” for ACMT decision-making on how to manage or place new programs, process changes or other functional changes related to how we conduct our business.
2. As a strategic blueprint for how to restructure the organization and best allocate accountability for our processes, products, services and resources.

C.2 Scope of Work

This support shall include, but not be limited to planning, consulting and facilitation services to support Aircraft Certification Management Team (ACMT) activities.

C.3 Requirements:

Description of Services Required are as follows:

The consultant must:

- ◆ Provide planning and consultation services to the AODC Team or designated individual(s) prior to the meeting.
- ◆ Provide support to meeting participants and facilitation services for the duration of the meeting. This includes administrative support as requested for meeting related requirements.
- ◆ Provide continuity from one meeting to the next, by reviewing the agendas from previous meetings and coordinating with others to identify relevant and cross-cutting topics for discussion.

C.3.1 Meeting Design/Consultation

The consultant must meet with the AODC team lead or designated individual(s) prior to each meeting to understand the meeting requirements, objectives, and desired agenda topics. The consultant must develop a draft agenda, which will be provided to all AODC members with a request for other topics prior to finalizing the final agenda. The AODC team lead will review all meeting materials and approve the final agenda. Similar coordination is required for other facilitated meetings.

C.3.2 Participant Support/Consultation

Contractor must provide consultation services that will involve contacting individuals responsible for each agenda item and working with them prior to the meeting to review materials in advance, to ensure the topics have specific outcomes and the preparatory materials are sufficient to produce intended outcomes. Additionally, the consultant must provide logistical support to ensure meetings run smoothly for participants. The consultant must work with participants in advance regarding special equipment needs such as audio/video, flip charts, etc.

C.3.3 Facilitation Services

The consultant must facilitate the meeting with the outcomes in mind. Facilitation will include keeping the meeting discussions on-topic and on-time, adjusting agenda topics at the end of each day, as needed, and documenting decisions and actions. At the end of each day, the consultant must meet with team leads to evaluate progress and adjust approach and/or agenda, as appropriate.

C.4. Experience/Qualifications

The consultant must have experience planning and facilitating management and team meetings. The consultant must be able to provide meeting design support and continuity from meeting to meeting with a strategic outlook. Ideally, the consultant must have experience working with SharePoint or other sharing systems to support facilitation of meetings and to track decisions and actions. The consultant must be able to plan and facilitate team building sessions, and manage group conflict and resolution. The consultant must also be able to share 'best practices' on a variety of management and organizational issues including management leadership and strategic planning. In order to provide the highest level support to the AODC and help them function as one body, the consultant must be proficient in team building, conflict management and some level of management coaching. Familiarity with aviation or aviation safety/Aircraft Certification Service is desired.

C.5 Travel

The Contractor must travel, as tasked, to support the program. The Contractor must travel to provide on-site personnel as needed at work

locations. Work locations will primarily be located at Washington, DC Headquarters or Metropolitan area; however other locations throughout the United States may be included. The FAA contracting officer technical representative (COTR) shall approve all travel in advance of its occurrence. The Contractor must not be reimbursed for any unauthorized travel.

The Government will reimburse the contractor for travel and per diem costs incurred only in the performance of this contract. Reimbursement will be at cost only and in accordance with Joint Travel Regulations of the Federal Government. The Government will not reimburse the contractor for travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractors or employees convenience.

C.6 OTHER DIRECT COSTS

Other Direct Costs (ODCS) shall be billed at cost. Profit or fees shall not be allowed on ODCS.

C.6

C.5. Deliverables:

Deliverables include agendas for each meeting, provision of logistics information to participants, making preparatory meeting materials available to participants, and documentation of meeting decision and actions which will be provided to the participants. Meetings are currently anticipated as follows:

CLIN	Scheduled Meeting/Event	Date(s)
1	AODC Meetings *	Monthly to begin upon contract award
2	Weekly AODC telcons	Weekly to begin upon contract award
3	Other meetings as directed	TBD

*Contractor must be provided a detailed schedule of meetings after contract award

Period of Performance (Subject to revision):

Base Year: August 1, 2011 – July 31, 2012

Option Year 1: August 1, 2012 – July 31, 2013

Funding

Funds will be incrementally added.

Point of Contact

FAA COTR

Sonia Amaya, AIR-530

Federal Aviation Administration

800 Independence Avenue SW, Room 819

Washington, DC 20591
Tel: 202-267-7996
Fax: 202-267-3983
Email: sonia.amaya@faa.gov

PART I - SECTION D
PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND PACKAGING

Preservation, packing, and packaging for all items delivered hereunder shall be in accordance with the best commercial practices to ensure arrival at the specified destination(s) in an undamaged condition.

D.2 MARKING

In addition to information provided with shipping instructions, all deliverables shall be marked with the following:

- (a) FAA contract number
- (b) Contractor's name and address
- (c) Description of Deliverable

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.4-1 Contractor Inspection Requirements (April 1996)

3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 3.2.4-34 OPTION TO EXTEND SERVICES (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

F.2 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

F.3 PERIOD OF PERFORMANCE

The period of performance is for one (1) base year, and one (1) one-year option.

F.4 PLACE OF PERFORMANCE

Services required under this contract must be performed at the Contractor's facility, Government sites, or other FAA locations.

F. 5 PLACE OF DELIVERY

All deliverables must be delivered as specified in the contract. The address for the Contracting Officer's Technical Representative (COTR) is:

Federal Aviation Administration
Attn: **Sonya Amaya, AIR-500**
800 Independence Ave., SW
Room 819
Washington, DC 20591

F.6 DELIVERY ITEMS

Deliverable	Due Date
AODC Meetings	Monthly
Weekly AODC Telcons	Weekly
Other Meetings as Directed	TBD

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT CONTRACTS FOR POST-AWARD ADMINISTRATION

The Contractor must use one of the following Government contracts, as applicable, as a focal point for all matters regarding this contract.

- a. FAA Contracting Officer
Sharonda Holmes
Contracting Officer, AJA-482
Federal Aviation Administration
800 Independence Ave., SW
Room 406
Washington, DC 20591
Telephone: 202-267-7326
Fax: 202-267-5142
sharonda.holmes@faa.gov

- b. FAA Contract Specialist
Tanyka Lawrence
Contract Specialist, AJA-482
Federal Aviation Administration
800 Independence Ave., SW
Room 406
Washington, DC 20591
Telephone: 202-267-7802
Fax: 202-267-5142
tanyka.l.lawrence@faa.gov

- c. FAA Contracting Officer's Technical Representative (COTR)
Reserved

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.2 CORRESPONDENCE PROCEDURES

To promote timely and effective administration correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

- a. Correspondence Preparation: All correspondence must contain a subject line, commencing with the contract number.
- b. Technical Correspondence of a routine nature must be addressed to the designated Contracting Officers Technical Representative with an information copy of the correspondence to the Contract Specialist (see G.2.b).
- c. Other correspondence including technical correspondence where patent or technical data issues (if any) are involved, and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the contract requirements, terms or conditions, etc., shall be addressed to the Contracting Officer (see G.2.a), with an information copy of the correspondence to the COTR (see G.2.c).
- d. Invoices must be submitted in accordance with clause G.6 "SUBMISSION OF CONTRACTOR BILLINGS."
- e. All correspondence regarding contract administration must be addressed in accordance with this clause, unless otherwise requested by the Contracting Officer.

G.3 FAA CONTRACTING OFFICER'S (CO) AUTHORITY

The FAA Contracting Officer (CO) assigned to this contract has the responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the CO is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract this authority remains solely with the CO.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the CO and/or work outside the scope of the contract shall not be reimbursed by the Government.

The Contractor must immediately notify the CO for clarification when a question arises regarding the authority of any person to act for the CO under the contract.

G.4 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification shall be made in writing to the CO.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.5 SUBMISSION OF CONTRACTOR BILLINGS

- a. The Contractor must submit its requests for payment to:

U.S. MAIL

FAA Accounts Payable Branch, AMZ-110
PO Box 25710
Oklahoma City, OK 73125

EXPRESS MAIL

FAA Accounts Payable Branch, AMZ-110
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

Number of Copies

Original & 3

Destination

FAA Accounts Payable Branch, AMZ-110

- b. Invoices must provide a detailed breakdown of incurred costs by cost element.
- c. The Contractor must maintain daily work records (showing all performed time in hours or fractions spent in completing the contractor efforts) for which the bill is rendered.
- d. All work must be conducted utilizing those personnel technically qualified to perform work at the least expensive rate.

G.6 ACCOUNTING AND APPROPRIATION DATA

All accounting and appropriation data will be identified in this contract. Each invoice submitted against this contract shall cite the appropriate accounting and appropriation data in order to be paid.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday.

H.2 SUBCONTRACTORS/CONSULTANTS

Before employment of any subcontractor/consultant under this contract, the Contractor must obtain the agreement of the Contracting Officer. The advanced notification for consent to subcontract must be submitted, in writing, to the Contracting Officer. In requesting such agreements, the Contractor must furnish all pertinent information required by the Contracting Officer, which may include, but not limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of reimbursement. The Contracting Officer has sole responsibility for approving subcontracts and consultant agreements.

The Contractor is authorized to use the following subcontractors or consultants in the performance of this effort:

<u>SUBCONTRACTOR'S/CONSULTANT'S NAME</u>	<u>ADDRESS</u>
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H.3 ACCESS TO GOVERNMENT FACILITIES

Part of the effort required to be accomplished under this contract must be performed at facilities operated by the Federal Aviation Administration. The contractor, therefore, will be granted ingress and egress at the specific site where the effort is to be performed. Access to the site shall be coordinated with the Contracting Officer's Technical Representative (COTR) or other designated Government authority. While contractor personnel are at this site, they are required to comply with all rules and regulations of the site (particularly note the areas of health and safety). The FAA shall forward to the Contractor all rules and regulations affecting performance under this contract upon Contractor's request. The facilities to which the contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the contractor.

The scheduling of access to Government facilities shall be under the control of the Government. The facilities' availability will be scheduled to permit timely performance of contract requirements. However, contractor personnel shall be prepared to work outside the normal daytime shift, if the conditions at the facility so require. In the event the facilities to which the contractor is to have access are not made available as scheduled, the CO shall, upon timely written request made by the contractor, make a determination of the delay, if any, occasioned the contractor thereby, and shall equitably adjust the delivery of price(s) affected by such delay, in accordance with the procedures set forth in the "Changes" clause of this contract.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.4 PERSONAL SERVICES

No personal services shall be performed under this contract. No contract employee will be directly supervised by any employees of the Government. All individual contractor employee assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor must not perform any inherently governmental actions under this Contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with the contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to change the direction of their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer. The contractor must insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.6 3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

_____	_____
_____	_____
_____	_____
_____	_____

[List key personnel and/or facilities]

(End of clause)

H.7 LABOR CATEGORY DESCRIPTIONS

Labor Category descriptions are provided as an attachment in Section J-1.

PART II - SECTION I
CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.1.7-1	Exclusion from Future Agency Contracts (August 1997)
3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-4	Organizational Conflict of Interest (February 2009)
3.1.8-1	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (September 2000)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
3.2.2.3-33	Order of Precedence (February 2009)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-6	Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.2.2.7-7	Certification Regarding Responsibility Matters
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (July 2008)
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
3.3.1-6	Discounts for Prompt Payment (April 1996)
3.3.1-7	Limitation on Withholding of Payments (April 1996)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-14	Limitation of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2008)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-11	Insurance – Liability to Third Persons (October 1996)
3.4.1-12	Insurance (July 1996)
3.5-1	Authorization and Consent (January 2009)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)
3.6.2-1	Contract Work Hours and Safety Standards Act – Overtime Compensation (September 2003)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-10	Equal Opportunity Preaward Clearance of Subcontracts (November 1997)

3.6.2-12 **Affirmative Action for Special Disabled and Vietnam Era Veterans**
 (April 2007)
 3.6.2-13 **Affirmative Action for Workers with Disabilities** (April 2000)
 3.6.2-14 **Employment Reports on Special Disabled Veterans and Veterans of
 Vietnam Era** (April 2007)
 3.6.2-16 **Notice to the Government of Labor Disputes** (April 1996)
 3.6.2-28 **Service Contract Act of 1965, as Amended** (April 1996)
 3.6.2-30 **Fair Labor Standards Act and Service Contract Act - Price Adjustment
 (Multiple Year and Option Contracts)** (April 1996)
 3.6.2-35 **Prevention of Sexual Harassment** (August 1998)
 3.6.2-39 **Trafficking in Persons** (January 2008)
 3.6.2-40 **Nondisplacement of Qualified Workers** (April 2009)
 3.6.3-11 **Toxic Chemical Release Reporting** (April 2008)
 3.6.3-16 **Drug Free Workplace** (February 2009)
 3.6.4-2 **Buy American Act – Supplies** (July 1996)
 3.6.4-10 **Restrictions on Certain Foreign Purchases** (April 1996)
 3.6.5-1 **Utilization of Indian Organizations and Indian Owned Economic
 Enterprises** (February 2009)
 3.7-1 **Privacy Act Notification** (October 1996)
 3.7-2 **Privacy Act** (October 1996)
 3.8.2-9 **Site Visit** (April 1996)
 3.8.2-10 **Protection of Government Buildings, Equipment, and Vegetation** (April
 1996)
 3.8.2-11 **Continuity of Services** (October 2008)
 3.8.4-5 **Government Supply Sources** (April 1996)
 3.9.1-1 **Contract Disputes** (September 2009)
 3.9.1-2 **Protest After Award** (August 1997)
 3.10.1-1 **Notice of Intent to Disallow Costs** (April 1996)
 3.10.1-3 **Penalties for Unallowable Costs** (October 1996)
 3.10.1-7 **Bankruptcy** (April 1996)
 3.10.1-14 **Changes – Time and Materials or Labor Hours** (April 1996)
 3.10.1-25 **Novation and Change-of-Name Agreements** (October 2007)
 3.10.2-3 **Subcontracts (Time-and-Materials and Labor-Hour Contracts)** (April
 1996)
 3.10.2-6 **Subcontracts for Commercial Items and Commercial Components** (April
 1996)
 3.10.3-1 **Definitions** (April 2004)
 3.10.3-2/alt2 **Government Property – Basic Clause Alternate II** (April 2004)
 3.10.4-5 **Inspection - Time-and-Material and Labor-Hour** (April 1996)
 3.10.5-1 **Product Improvement/Technology Enhancement** (April 1996)
 3.10.6-3/alt4 **Termination (Cost-Reimbursement) Alternate IV** (October 1996)
 3.10.6-7 **Excusable Delays** (October 1996)
 3.13-3 **Printing/Copying Double-sided on Recycled Paper** (July 2008)
 3.13-5 **Seat Belt Use by Contractor Employees** (January 1999)
 3.13-10 **Contractor Attendance at FAA Sponsored Training** (January 2003)
 3.13-11 **Plain Language** (July 2006)
 3.13.-13 **Contractor Policy to Ban Text Messaging While Driving** (February
 2011)
 3.14-2 **Contractor Personnel Suitability Requirements** (January 2011)
 3.14-3 **Foreign Nationals as Contractor Employees** (April 2008)
 3.14-5 **Sensitive Unclassified Information (SUI)** (July 2008)

 3.1.7-6 **DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS** (October
 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
 - (B) comply with the requirements of T3.10.1.A-8; and
 - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension

of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

**3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL
CONTRACTOR REGISTRATION (February 2009)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under

the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.2-17 PAYMENT FOR OVERTIME PREMIUMS (April 1996)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in

connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

RESERVED

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such

cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

None

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

**ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS,
PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND
VEHICLE DECALS (October 2010)**

- (a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.
- (b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **[\$500]** for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.
- (c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.
- (d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.
- (e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.
- (f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

END OF SECTION I

Section J-1 AODC Management Studies Support to AIR

Section J-1 List of Attachments

J.1 Labor Category Descriptions and Qualifications

End of Section J-1

Labor Category Descriptions and Qualifications

Labor Categories: AIR will accept the following labor categories or their equivalent for this requirement:

Labor Category	Description	Minimum Professional Experience and Education	Minimum Qualifications
Consultant III (Key Personnel)	Serves as senior-level team member. Responsibilities include team performance, project assignments and mission tracking.	Over fifteen years of relevant management, organizational or technical experience uniquely applicable experience or highly specialized knowledge. (Relevant experience pertains to qualifications identified in Section C.4)	Bachelor's degree in an associated technical discipline. Request for waivers to education and experience requirements must be approved by the Contracting Officer.
Consultant II (Key Personnel)	Serves as high-level functional member of the team	Over ten years of relevant management, organizational or technical experience. (Relevant experience pertains to qualifications identified in Section C.4)	Bachelor's degree in an associated technical discipline. Request for waivers to education and experience requirements must be approved by the Contracting Officer.
Support/Admin Specialist III	Provides administrative, production and data collection and control support to the team.	Over five years of experience in the areas of data collection, production support, or document control.	Education: High School diploma. Request for waivers to education and experience requirements must be approved by the Contracting Officer.
Support/Admin Specialist II	Provides administrative, production and data collection and control support to the team.	Over three years of experience in the areas of data collection, production support, or document control.	High School diploma

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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K.1 3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov>.

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.2.5-2 Independent Price Determination (October 1996)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)

K.2 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
(country)

(End of provision)

K.3 3.2.2.3-15 AUTHORIZED NEGOTIATORS (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

K.4 3.2.2.3-23 PLACE OF PERFORMANCE (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Name of owner and operator, if other than the owner

(End of provision)

K.5 3.2.2.3-70 TAXPAYER IDENTIFICATION (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

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- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

**K.6 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary,

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division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of Provision)

K.7 3.6.2-3 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (January 1998)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of Provision)

K.8 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (April 1996)

The offeror represents that -- (a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause

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contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.9 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.10 3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (April 2009)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Offeror check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the

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alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

____(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

____(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.11 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

a. Representation. The Offeror represents that it [] is, [] is not a small disadvantaged business concern.

b. Definitions.

‘Asian-Pacific Americans,’ as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

‘Indian tribe,’ as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

‘Native Americans,’ as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

‘Native Hawaiian Organization,’ as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

‘Small business concern,’ as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

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'Small disadvantaged business concern,' as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

'Subcontinent Asian Americans,' as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

- c. Qualified groups. The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124. The Offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

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L.1 POINT OF CONTACT

The Contracting Officer (CO) is the primary point of contact, and the Contract Specialist is the alternate point of contact for this competition. All questions or concerns must be addressed to the CO with a courtesy copy to the Contract Specialist as follows:

Contracting Officer

Mrs. Sharonda Holmes, AJA-482
Office of Acquisition and Business
Services
Sharonda.Holmes@faa.gov
202-267-7326

Contract Specialist

Tanyka Lawrence, AJA-482
Office of Acquisition and Business
Services
Tanyka.L.Lawrence@faa.gov
202-267-7802

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Please provide Company Name, The First and Last Name for the company point of contact, Address, City, State, Zip, Email Address, and Phone Number.

L.2 3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

The FAA is exempt from Federal Acquisition Regulations (FAR) and uses the FAA Acquisition Management System (AMS).

Number	Clause Title
3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-19	Contract Award (July 2004)
3.2.2.3-6	Submittals in the English Language (July 2004)
3.13-4	Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer

L.2.1 3.2.4-1 Type of Contract (April 1996)

The Federal Aviation Administration contemplates award, in accordance with its FAA Acquisition Management System (AMS), of a Time and Materials contract. The duration of the contract is two (2) years if all options are exercised. The base period is one year, and is followed by a one-year option period.

(End of provision)

L.2.3 North American Industry Classification System (NAICS) Code

The NAICS Codes used as guidance for the predominant overall effort that will be required for performance of this contract is 541611 Administrative Management and General Management Consulting Services.

L.2.4 3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution

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system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means

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reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L.2.5 3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: Compact Disc (CD). Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to the following Contracting Officer only:

Sharonda Holmes
800 Independence Ave., SW, Suite 406
Washington, DC 20591

f) If you choose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

L.3 SUBMISSION OF PROPOSALS

L.3.1 Delivery of Proposals

Proposals in response to this SIR shall be due by 12 pm Eastern Daylight Time on August 30, 2011.

Proposals must be submitted directly to the CO, or designated official. The FAA will require a paper copy of proposals for contract award, as appropriate, for its internal auditing and other purposes. The solicitation must be signed (Section A, Block 26) by an officer of the business or an authorized obligating official.

All copies of the proposal must comply with noted page limitations, whether double or single sided. All electronic file contents must match print versions of submitted documents.

Proposals received after the designated time will be considered late and will be excluded from further consideration. Proposals must be delivered to the Contracting Officer at the following address:

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Federal Aviation Administration
Executive & Managerial Support Services Contracts Branch, AJA48

Attn: Sharonda Holmes
800 Independence Ave., SW, Suite 406
Washington, DC 20591

L.3.2 Questions

Offerors may submit questions in writing to the Contracting Officer Sharonda Holmes at Sharonda.Holmes@faa.gov within five business days of the release of the SIR on the FAA Contract Opportunities website.

L.4 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The Government is not responsible for and will not pay or reimburse any costs incurred by the Offeror in the development, submission or any other part of the offer submitted under this SIR.

Furthermore, no pre-contract costs will be allowed on this contract. Pre-contract costs are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract execution and to the extent authorized by the Contracting Officer.

L.5 FINANCIAL RESPONSIBILITY DETERMINATION

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must be found to be responsible by the Contracting Officer prior to the award of any resultant contract. The Government reserves the right to obtain information from Offerors to support a determination of responsibility.

In addition, the contractor shall be registered in the Central Contractor Registry (www.ccr.gov).

L.5.1 3.3.1-33 Central Contractor Registration (April 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through

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final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

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(B) comply with the requirements of T3.10.1.A-8; and
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

L.6 COMMUNICATIONS WITH OFFERORS

SIR information and amendments will be posted to the FAA Contract Opportunities website <https://faaco.faa.gov/>. Offerors may e-mail written questions requesting clarification of the SIR to the FAA via the Contracting Officer Sharonda Holmes at Sharonda.Holmes@faa.gov. The Government will answer questions received up to five days after the release of the SIR. Questions received after the fifth day may not be answered. Only proposals submitted in accordance with Section L.10.1 Submission of Offer will be accepted.

As part of the evaluation process, communications may be held with Offerors, conducted and coordinated by the FAA CO, to ensure a mutual understanding of the government's requirements and the Offeror's solution to meet the requirements, or for any other reason it is in the best interest of the government to engage in communications. Communications with one or more Offerors does not necessitate communications with all Offerors, provided, however, that all similarly situated Offerors are treated similarly.

Requests for clarification that result in specific information necessary to submit proposals will be provided to all prospective Offerors. The FAA will provide competing contractors equal access to data and information.

L.8 DEBRIEFINGS

Debriefings may be requested within 3 business days after notification of a contract award or down select decision. Requests shall be made in writing and submitted to the CO.

L.9 SCHEDULE

The following is a tentative schedule of activities leading to contract award:

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Activity	Date
SIR Release	August 18, 2011
Last Day to Submit Questions to FAA	August 29
Proposals Due	September 8, 2011
Contract Award	September 22, 2011

L.10 PROPOSAL INSTRUCTIONS

These instructions are a guide for preparing proposals. These instructions generally describe the type and extent of information you should provide and emphasize the significant topic areas you should address in your proposal. All offerors are expected to review the Statement of Work contained in the SIR for further insight into the areas that your proposal must address. Descriptions in response to the Technical Capability evaluation criteria should include sufficient details which reflect that your firm has established internal processes to execute all tasks associated with the Evaluation Factors (see Section M).

L 10.1 SUBMISSION OF OFFER

An Offeror shall submit an offer which shall include the following::

- Signed Solicitation, Offer, Award form, and any Amendments, where applicable
- Other statements required by the SIR / Request for Proposal (RFP),
- Volume I : One printed copy and one electronic copy (Compact Disk) of Technical Proposal – Not to exceed 10 pages
- Volume II: : One printed copy and one electronic copy (Compact Disk) of Price Cost/Price Schedule
- Section K, Representations, Certifications, and Other Statements
- Business Declaration Form
- At least 3 References for contracts performed within the last 3 years of similar size, scope, and complexity.

END OF SECTION L

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EVALUATION FACTORS FOR AWARD

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M.3.3 Definition of Terms	6.

M.1 EVALUATION OF PROPOSALS

This section is intended to explain the rationale and precise criteria by which proposals submitted in response to this SIR will be evaluated. Offerors are advised that they are not restricted as to what is presented in their proposals, as long as sufficient information is provided to allow evaluation of specific proposal elements defined in Section M.3 which follows.

M.2 BASIS FOR CONTRACT AWARD

M.2.1 AWARD SELECTION

This source selection is conducted in accordance with the FAA Acquisition Management System (AMS). Award will be made to the Offeror whose proposal is judged to represent the best value to the FAA.

The best value decision will be based on the evaluation of the Offeror's Business & Technical Management Proposal and the Price Proposal. Technical factors are considered more important than price, however as technical scores among proposals become closer, price becomes more important.

Prices, service and delivery performance, quality, experience, and financial situation will be comparatively assessed and the best value to the FAA may not be the lowest priced. Best value recommendations will be generated and the Source Selection Official (SSO) will make a best value decision.

Risk is inherent in the evaluation process. The ability of the Offeror to proactively identify and mitigate risks that will affect elements of this program is a prime concern of the FAA.

While the FAA source selection Evaluation Team and the SSO will strive for maximum objectivity, professional judgment is implicit throughout the entire process.

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EVALUATION FACTORS FOR AWARD

The FAA reserves the right to award on initial submittals, which include price quotes. Therefore, it is critical that each Offeror be fully responsive to this SIR and its provisions. All submittals in response to a SIR should contain the Offeror's best terms from a Technical Capabilities, Key Personnel, Past Performance, and Cost/Price standpoint. Offerors may be required to provide additional information. Should the FAA not make an award based on initial submittals, the FAA reserves the right to conduct successive rounds of price negotiations and this may be by way of final offer.

The FAA reserves the right to award more than one contract, if it is in the best interest of the FAA. However, the FAA also reserves the right not to award a contract, depending on the quality of the proposals submitted and the availability of funds.

M.2.2 DOWNSelect DECISION

The FAA reserves the right to make a downselect decision prior to the award decision. A downselect decision will be limited to those Offerors determined to be most likely to receive the award.

If at any point during the evaluation process, the FAA concludes that the Offeror does not have a reasonable chance of receiving this award, the FAA may eliminate the Offeror from further consideration for award. Any Offeror eliminated from further consideration will be officially notified in writing by the Contracting Officer.

M.2.3 ELIGIBILITY FOR AWARD

To be eligible for award, the Offeror must meet all the requirements of the SIR. However, the FAA reserves the right to reject any and all offers, waive any requirements, minor irregularities and discrepancies, if it would be in the best interest of the FAA to do so. The Offeror must also be determined to be financially viable and otherwise responsible.

M.2.4 EVALUATION OF ALTERNATIVES AND EXCEPTIONS

Alternate proposals are not authorized to be submitted in response to this SIR, and will not be evaluated. Therefore, with respect to specific terms or conditions of this SIR, any objection to any of the terms and conditions may constitute a deficiency which may make the offer unacceptable. As the FAA reserves the right to award a contract without discussions, in accordance with FAA AMS, Offerors are cautioned to consult with the Contracting Officer before submitting any offer that takes exception to any term or condition of this SIR. However, the FAA also reserves the right to conduct Offeror specific discussions or to conduct discussions and permit Offerors to revise their proposals, if the Contracting Officer deems appropriate and is in the best interest of the FAA. The FAA reserves the right to reject any exception for any reason.

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M.3 EVALUATION PROCESS

This source selection will follow a two-phase evaluation process. The Offeror must successfully complete minimum requirements Phase I before proceeding to Phase II. Please refer to Section L for complete instructions on preparing the proposals.

M.3.1 EVALUATION ORDER OF IMPORTANCE

The basis for award will be made against the evaluation factors contained in the SOW. All factors will be considered in the evaluation for award. The following evaluation factors are listed in descending order of importance:

Factor 1: Capability (40%)

Factor 2: Past Performance (40%)

Factor 3: Key Personnel (20%)

Factor 4: Price will be evaluated for completeness and reasonableness and will not be numerically scored. As technical scores among proposals become closer, price becomes more important.

M.3.2 SELECTION EVALUATION

Selection Evaluation consists of the evaluation of the Offeror's responses to the Technical Proposal (Volume I) and the Price Proposal (Volume II). At this stage the FAA may proceed to make an award to the best value proposal or may decide to request Offerors to participate in further price proposal negotiations.

The FAA reserves the right to make a down selection determination for any Offeror who is unlikely to receive an award at any time during the evaluation.

The following are minimum requirements that must be met by the contractor before any proposal will be further evaluated. These minimum requirements will be rated on a pass/fail basis. This is a small business set aside, so the contractor must be a small business with civilian Federal government experience. The offeror must submit a Small Business Declaration Form to verify business size. The offeror must submit resumes which will be evaluated as a part of the Technical Evaluation described below.

In the final evaluation, the FAA will use proposal content, discussions, past performance, and outside sources, against evaluation factors contained in Section M. The FAA reserves the right to contact Offeror's customers or other sources for information not specifically provided. The FAA will exercise judgment and maximum discretion in evaluating all information collected.

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M.3.2.1 Volume I, Technical Proposal

The Offeror must provide the extent and depth of corporate experience in performing the same or similar work as described in the Statement of Work (SOW) by responding to the following criteria:

Three factors (with their weighted percentages) will be considered in the evaluation of Volume I:

Factor 1: Capability (40%) – Evaluators will individually review each of the technical proposals submitted.

Technical Capability (other than past performance)

General Description	Description and Definition
Exceptional = 5	Proposal demonstrates/indicates elements that exceed the Aircraft Certification Service requirements. Several strengths are identified and are presented as beneficial to the Service.
Acceptable = 3	Proposal is responsive to the requirement and meets, but does not exceed, the specified requirements. Few strengths and minor deficiencies are identified.
Unacceptable = 0	Proposal fails to meet minimum requirements and has significant deficiencies identified.

The offer must provide substantial knowledge and/or experience in planning and facilitating management and/or executive team meetings and be able to lead group exercises on appreciating and maximizing outcomes utilizing different types. The consultant must also demonstrate knowledge and experience in leadership development and strategic planning vital to the project of the team being supported.

Factor 2. Corporate Experience/Past Performance(40%) – Evaluators will individually review each Offeror's past performance.

Past Performance Rating Definitions

Description: This factor considers the offeror's performance and experience, within the past three years, on projects similar in scope and complexity to the work required in the SOW. The contractor must have knowledge, experience and be able to demonstrate knowledge in the aviation industry programs preferably with knowledge of aircraft certification operations.

- Does the offeror identify projects identical or similar in scope and complexity to this effort?

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- Did the offeror provide sufficient information for the government to evaluate the projects as they relate to this project?

Excellent = 5	Performance significantly exceeded minimal consultant requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliverables; creative approach, effective planning and facilitating management and /or executive team meetings. Commitment to quality and customer satisfaction.
Good = 3	Performance met or exceeded all contract requirements and exceeded minimal requirements in some areas. No exceptional strengths, features or innovations. No problem with quality, timeliness or cost issues. Consultant was responsive.
Poor = 0	Performance failed to satisfy the minimum contract requirements. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.
N/A=Not applicable	Survey criteria not applicable to this SIR

The offer must provide a description of a strong working knowledge of the programs and activities of a management organization at the senior level, its management teams, and the dynamic interaction and relationship with its stakeholders. Familiarity with aviation or aviation safety is desired. Contractor must have provided similar services within the past three years.

Factor 3 Key Personnel (20%) – The Offeror must provide the extent and depth of corporate experience in performing the same or similar work as described in the SOW. The offeror must certify the information on each Key Person submitted demonstrates that it is true and complete, and that the individuals named are available for assignment the date the task order is awarded. Individuals the offeror designates as Key Personnel will be committed to this Contract. The offeror must demonstrate that the personnel to perform the consultant services effectively are available and have skills necessary to perform the work of the labor category. Personnel must be available for all scheduled meetings. Key personnel for this effort are the Consultant Level II or III¹ directing the management studies or facilitating senior management meetings.

¹ LABOR CATEGORY DESCRIPTIONS AND QUALIFICATIONS ARE PROVIDED IN ATTACHEMENT J-2. OFFERORS MAY PROPOSE ALTERNATE EQUIVALENT LABOR CATEGORIES, OR USE THE CATEGORIES PROVIDED.

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Key personnel evaluation rating definitions

General Description	Description and Definition
Exceptional = 5	Proposed key personnel appear to be well experienced and of highest quality. These personnel should provide the highest level of service for the requirements.
Acceptable = 3	Proposed key personnel appear to be experienced and acceptable to meet the requirements of the contract and should provide an acceptable level of service for the requirements.
Unacceptable = 0	Proposed key personnel do not appear to meet the requirements as outlined in the solicitation or may not provide quality service for the requirement.

M.3.2.2 Volume II, Price Proposal

Volume II will be evaluated as part of the FAA's best value decision. The Price Proposal submitted by the Offeror must be in a separate and cost and pricing format. Pricing information must not be included in the technical proposal. The pricing instructions are applicable to the prime contractor only. Unrealistically low proposed prices will be grounds for eliminating a proposal from competition on the basis that the Offeror did not/does not understand the requirement. The Government reserves the right to request additional information from Offerors subsequent to the receipt of proposals.

The amounts provided for ODC are budgeted amounts which MUST not be exceeded by the Offeror but are included in the overall contract amount. Other Direct Costs (ODC) as approved by the Government may include travel, computer and consultant services, equipment, and supplies. Price will not be scored. The price proposal will assess the reasonableness and completeness of the proposed prices. The Government reserves the right to request that the Offeror provide additional information that supports the proposed prices of services.

M.3.3 DEFINITION OF TERMS

General Descriptor	Definition
Ambiguity	Unclearness by virtue of having more than one meaning/definition
Clarification	Clarification Requests occur during the evaluation process of an Offeror's proposal. Additional information from the Offeror may be requested by the Contracting Officer (CO) for the purpose of eliminating minor irregularities, ambiguities, informalities or apparent clerical mistakes in the proposal.
Deficiencies	Any part of a proposal that fail s to meet the Government 's requirements as established in the SIR; e.g., omits data, making

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	it impossible to assess compliance with the evaluation factors or ambiguities that must be resolved before an assessment of compliance can be made.
Omissions	Information requested in the SIR that was not provided in the proposal
Strengths	That part of a proposal which ultimately represents an added benefit to the government and is expected to increase the quality of the Offeror's performance. Strengths are typically high quality personnel, organizational structures or technical approaches that allow the Offeror to perform the work more cost effectively or at a higher level of quality
Weakness	That part of a proposal which detracts from the Offeror's ability to meet the government's requirements or results in inefficient or ineffective performance. Weaknesses are typically lower-than - average quality personnel, lack of appropriate tools or facilities, or technical approaches that cause the Offeror to perform the work less cost effectively or at a lower level of quality.

End of Section M